

This instrument was prepared by

(Name).....Judy Bates.....

(Address).....200 Co. Rd. 405 Shelby AL 35143.....

STATE OF ALABAMA

COUNTY Shelby

KNOW ALL MEN BY THESE PRESENTS: That Whereas,

Marie Payne and Johnny L. Payne

(hereinafter called "Mortgagors", whether one or more, are justly indebted, to

DAVENPORT BONDING COMPANY

(hereinafter called "Mortgagee", whether one or more, in the sum

of Sixty Thousand and 00/100

Dollars

(\$ 60,000.00

), evidenced by a promissory note(s) of even date and indemnity agreement of even date

January 26, 2001

And Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the premises, said Mortgagors,

Marie Payne and Johnny L. Payne

and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama, to-wit:

Parcel ID 332040000003001

BEG SW COR SW 1/4 SE 1/4 N 204.55 TO POB CONT  
N 735.41 TO RD SE 710.91 S 503.73 W 716.79 TO POB  
Acres 10.0 SQ FEET 435.600

SEE EXHIBIT "A"

Exhibit "A"

Parcel I: Begin at the SW corner of the SW 1/4 of the SE 1/4 of Section 4, Township 24 North, Range 15 East; thence run North along West line of said 1/4 - 1/4 for 204.55 feet to the point of beginning; thence continue last described course for 735.41 feet to the Southerly right-of-way of Shelby County Highway #46; thence 101 degrees 54 minutes 06 minutes right run Southeasterly along said right-of-way for 710.91 feet; thence 76 degrees 16 minutes 16 seconds right run 503.73 feet; thence 84 degrees 59 minutes 27 seconds right run West 716.79 feet to the point of beginning. LESS AND EXCEPT a 40-foot easement for egress and ingress, the East line of said easement being along the East line of the above described property. According to survey of Thomas E. Simmons, RLS #12945, dated March 20, 1991.

SUBJECT TO: Easements, restrictions and rights-of-way of record.

Inst # 2001-02847  
01/26/2001-02847  
02:08 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
100 201  
104.00

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents, or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents, or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents, or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned

have hereunto set signature and seal, this 26 day of January, 192001  
Witnesses (2 required without notary)

Marie Payne (SEAL)  
Johnny L. Payne

THE STATE OF Alabama COUNTY Shelby

I, Judy Bates, a Notary Public in and for said County, in said State, hereby certify that Marie Payne and Johnny L. Payne whose name(s) signed to the foregoing conveyance, and who is/are known to me acknowledged before me on this day, that being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 26 day of Jan, 192001

Judy Bates, Notary Public

THE STATE OF COUNTY

I, a Notary Public in and for said County, in said State, hereby certify that whose name as of Davenport Bonding Company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, being informed of the contents of such conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the day of, 19

, Notary Public

TO  
MORTGAGE DEED

Inst # 2001-02847

01/26/2001-02847  
09:08 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 C31 104.00